

FY 2021
CONTRACT FOR LEGAL SERVICES

SAN JUAN COUNTY AREA AGENCY ON AGING

This agreement is between the **San Juan County Area Agency on Aging**, herein referred to as **Contractor**, and **Utah Legal Services, Inc.**, herein referred to as **Provider**. This contract shall be effective as of July 1, 2020 and shall terminate on June 30, 2021, unless terminated sooner in accordance with the terms and conditions of this contract.

The purpose of this contract is the provision of legal education presentations and direct legal assistance to senior citizen residents of **San Juan County**, consistent with the requirements of the Older Americans Act, 42 USC §3001 et. seq. and the regulations promulgated there under, including 45 CFR §1321.71.

I. PAYMENT

1.1 Contractor shall pay Provider up to \$ 1,440.00 during the contract term for the services of Provider under this contract.

1.2 Contractor shall reimburse Provider the wages actually paid to advocates and support staff performing work under the contract as well as a proportionate share of personnel benefits; management and supervisory oversight; and non-personnel expenses associated with such performance and supervision, subject to the limitation contained in paragraph 1.1 above. Additionally, Contractor will also reimburse for a proportionate share of meeting time of Provider's staff doing work under this contract. These meetings are held infrequently to discuss delivery of services to these eligible clients. Time actually expended by advocates and support staff in performing outreach work, including preparation and travel and

travel related expenses, will be billed in the same manner as advice to and representation of individual clients.

II. ELIGIBILITY

2.1 All residents of **San Juan County** who are age 60 or older, are eligible for services hereunder, regardless of income and assets.

III. DESCRIPTION OF SERVICES

3.1 Provider shall conduct legal education presentations at Contractor sponsored sites on dates and times mutually agreeable to Contractor, or Contractor's designee, and Provider.

3.2 Provider shall furnish site managers and recipients of services with WATS line telephone number of Provider and inform them of services available.

3.3 Provider shall furnish necessary materials for preventative legal education presentations.

3.4 Provider shall provide legal advice, and brief representation to eligible clients in matters falling under the service priorities listed in Appendix I. To the extent practical, priority will be given to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, and neglect to individuals. Particular attention shall be given to the needs of low-income minority individuals, and individuals with "social or economic needs" (as defined in the Older Americans Act).

3.5 Provider shall refer eligible clients whose problems do not fall within priorities (or when funding is depleted) to appropriate available resources.

IV. RECORDS AND BILLING

4.1 Contractor shall pay all claims from Provider for services rendered hereunder, limited to the amount stated in paragraph 1.1. All claims shall be made by Provider quarterly with the final claim under this contract submitted no later than June 30, 2021.

4.2 Provider shall not bill this contract for services rendered to eligible clients who are otherwise eligible for Provider's general low-income legal services.

4.3 Provider shall record time spent on case handling of individual clients and make this record, absent personal identifying information, available to Contractor upon request. Additionally, Provider shall provide, along with the quarterly billing, a list of client matters worked on by Provider's staff during that quarter. This report will include client number, type of case, date case was opened, and date case was closed, if applicable.

4.4 Provider's invoice shall be based on the following categories:

a) hours worked by staff members on activities directly chargeable to this contract, billed at actual gross payroll cost (excluding employer taxes or benefits), b) management, supervision, support, and leave hours for each ULS pay period, charged to each funding source based on the ratio of that source's direct payroll to the ULS total direct payroll for that period, and c) benefits and operating expenses, charged to each funding source by removing those items directly chargeable to a specific source and distributing the remainder to each funding source based on the ratio of that source's payroll (a+b) to the ULS total payroll for the period. The rate used for

c) is reviewed at least semi-annually and adjusted if needed. Small amounts paid to outside service providers may be direct charged to the contract as a separate line with no administrative fees added; however, substantial use of third parties at the Contractor's request may result in additional administrative costs.

V. GENERAL PROVISIONS

It is mutually agreed that:

5.1 All information regarding recipients of services under this contract shall be confidential, except as needed by Contractor for audits or inspections. Publication of any information that would identify a particular recipient of services is prohibited.

5.2 Any funds remaining after final reimbursement and accounting shall be the sole property of the Contractor.

5.3 This agreement may be terminated upon thirty (30) days written notice by either party. This agreement may be altered, changed or redrafted by mutual agreement of Contractor and Provider, provided however, that alterations or changes are reduced to writing and signed by the respective parties.

5.4 Provider is an independent contractor and does not assume the rights, responsibilities or duties of an employee of Contractor. The Contractor has no responsibility for claims arising from the performance by Provider of the terms of this contract.

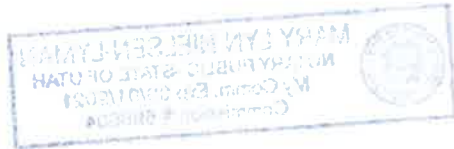
5.5 Provider and Contractor agree to abide by all federal statutes and regulations regarding the performance of this contract and, specifically, the terms and conditions provided in the Older Americans Act and regulations promulgated there under.

EXECUTION OF CONTRACT

FOR SAN JUAN COUNTY AREA AGENCY ON AGING:

I, Kenneth Maryboy, hereby declare to the undersigned authority that I am authorized to execute the foregoing contract on behalf of the San Juan County Area Agency on Aging, and that I do hereby execute the same.

Kenneth Maryboy
Commission Chair
San Juan County Commission



FOR UTAH LEGAL SERVICES, INC.

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

I, Anne Milne, hereby declare to the undersigned authority that I am authorized to execute the foregoing contract on behalf of the Utah Legal Services, Inc. and that I do hereby execute the same.



ANNE MILNE
Executive Director

CORPORATE ACKNOWLEDGMENT

In the County of Salt Lake, State of Utah, on this 28 day of August, 2020, before me, the undersigned notary, personally appeared Anne Milne who is personally known to me to be the person who signed the preceding document in my presence and who swore or affirmed to me that she signed it voluntarily for its stated purpose.



NOTARY PUBLIC



Appendix I

San Juan County Area Agency on Aging

**CASE SERVICE PRIORITIES
UTAH LEGAL SERVICES, INC.
FY 2021**

Case Service Priorities represent one of two criteria for accepting/rejecting particular client matters. The other criterion is legal merit. Advice, flyers and referral will be given wherever relevant.

To the extent practical, priority will be given to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, and neglect to individuals to whom representation is not otherwise available. Particular attention shall be given to the needs of low income minority individuals, and individuals with "social or economic needs" (as defined in the Older Americans Act). Case service priorities for the total hours of client representation and counseling provided under the contract shall be targeted as follows within the following legal categories:

CONSUMER: collections, repossessions, garnishments, credit access, contracts, warranties, unfair sales, loans, installments, and bankruptcy.

FAMILY: guardianship, conservatorship, custody, visitation rights, power of attorney, divorce, separation, and spouse abuse.

HEALTH: Medicare and Medicaid benefits, rights and payments, and physical disability.

HOUSING: subsidized housing, real property, landlord-tenant issues, tax abatement, and other public housing issues.

INCOME MAINTENANCE: Social Security, SSI, unemployment, veterans benefits, Food Stamps, Workers Compensation, AFDC and other welfare.

MISCELLANEOUS: wills, estates, immigration, and mental health.

NO FEE-GENERATING MATTERS WILL BE ACCEPTED FOR REPRESENTATION.

